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MDW = Midway International Airport

Appendix X.

Multiple Use Facilities

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10.1 Parties to Contract

10.2 Term

10.3 Scope of Services

10.3 Scope of Services

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Excerpt from Midway MATCO Agreement:

A. MATCO's Obligations. *MATCO shall at all times be responsible for, and shall perform or cause to be performed, the operation, maintenance and repair of the MATCO Operations Areas, the Fuel System and the MATCO Equipment. MATCO shall, at all times:*

i) *keep all fixtures, equipment and personal property in clean and orderly condition and appearance;*

i) *maintain all fixtures, equipment and personal property in good condition, reasonable wear and tear excepted;*

ii) *perform all repairs, replacements and painting for the MATCO Equipment and Fuel System in full compliance with any and all standards established by the City for such repairs, replacement and painting at the Airport; and*

iii) *repair, replace, and maintain the MATCO Equipment and Fuel System as is necessary to assure that at the conclusion of the Term the fair market value of such equipment and its remaining useful life will, under current tax law, be consistent with, and sufficient to establish ownership of such equipment by the City.*

B. Standard of Care*. MATCO shall operate and maintain the MATCO Equipment in accordance with reasonably prudent engineering and safety standards in the public transportation industry and in accordance with all applicable federal, state and local laws, statutes, ordinances, regulations and executive orders.*

10.4 Indemnity Issues

10.4 Indemnity Issues

MDW

Excerpt from Midway MATCO Agreement:

Section 7.01 - Indemnity.

A. *Indemnity*

*MATCO agrees to protect, defend, indemnify, keep, save and hold the City of Chicago, its officers, officials, employees and agents (collectively **"Indemnified Parties"**) free and harmless from and against <u>any and all</u> liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively **"Claims"**) in connection with or arising directly or indirectly out of the performance or failure to perform hereunder by MATCO, its officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision, except for Claims shown by final judgment to have been caused by or attributable to the Indemnified Parties' negligence, in which event the Indemnified Parties shall contribute to the payment of damages decreed by judgment, and the actual costs of defense borne by MATCO not otherwise covered by insurance, to the extent the Indemnified Parties are found liable by such judgment. Without limiting the foregoing, any and all such Claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal property right, actual or alleged employment discrimination or wrongful discharge, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The foregoing indemnity provision excludes the negligence of the Indemnified Parties to the extent prohibited by 740 ILCS 35/1 et seq. (Construction Contract for Indemnification Act) and/or 740 ILCS 150/0.01 et seq. (Structural Work Act), respectively. MATCO further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.*

The Indemnified Parties shall have the right, at their respective options and cost, to participate in the defense of any suit, without relieving

10.4 Indemnity Issues

MDW

MATCO of any of its obligations under this indemnity provision, provided that the Indemnified Parties and their respective attorneys shall coordinate and cooperate with MATCO's attorneys. MATCO further expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the Indemnified Parties free and harmless are separate from and not limited by MATCO's responsibility to obtain insurance pursuant to other Sections in this Agreement. Further, the indemnities contained in this Section shall survive the expiration or termination of this Agreement.

B. Release of City*.*

1. The City shall not be liable to MATCO, or to MATCO's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of MATCO's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent MATCO or any of the above described parties is not covered by insurance.

2. The City shall not be liable to MATCO for damage to property of MATCO or any loss of revenues to MATCO resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and then only to the extent MATCO is not reimbursed by insurance.

3. Notwithstanding any reference herein to MATCO's release and indemnification being ineffective in certain instances where City or its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

C. Non-Liability of Public Officials*. No official, employee, or agent of City shall be charged personally by MATCO, or by any assignee or contractor of MATCO, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of City's execution or attempted execution hereof, or because of any breach hereof.*

10.4 Indemnity Issues

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***D. City Approvals Do Not Limit MATCO's Obligations**. Nothing herein is intended nor shall it be construed to provide any limitation upon MATCO's obligation to comply with the terms and conditions of this Agreement. No City review or approval of any act of MATCO or document provided by MATCO, including, but not limited to, plans and specifications, shall in any way serve to attenuate, diminish or otherwise limit MATCO's obligations hereunder, nor shall any such review or approval constitute a waiver by the City of any non-compliance with the terms and conditions of this Agreement.*

***E. Survival Beyond Termination of this Agreement**. MATCO's obligations under Section 8.08 and this Article VI shall survive the termination of this Agreement.*

***Section 7.02 - Required Insurance Coverage.** MATCO shall provide and maintain at all times, at MATCO's own expense during the term of the Agreement and during any period subsequent to the expiration of the Term if MATCO is required to return to perform Work or perform any activities to comply with any Environmental Law, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by MATCO, its contractors or subcontractors. The kinds and amounts of insurance required are as follows:*

***A. Workers' Compensation and Occupational Disease Insurance** - Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement with limits of not less than $500,000 each accident or illness.*

***B. Commercial Liability Insurance (Primary and Umbrella)** - Commercial Liability Insurance or equivalent coverage with limits of not less than $50,000,000 per occurrence, for pollution, bodily injury, property damage liability, and personal injury. Coverages shall include the following: all premises and operations, products/completed operations, explosion, collapse, underground, pollution, independent contractors, broad form property damage, separation of insureds, defense and contractual liability coverages (with no limitation endorsement). City shall each be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from MATCO's performance under this Agreement.*

***C. Automobile Liability Insurance** - When any motor vehicles are used in connection with work to be performed by or on behalf of MATCO, MATCO shall provide Automobile Liability Insurance with limits of not less than $5,000,000, per occurrence, for bodily injury and property damage.*

10.4 Indemnity Issues

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D. All Risk Builders Risk Insurance *- When MATCO undertakes any work at the Airport, including improvements, betterments, or repairs, MATCO shall provide All Risk Builder's Risk Insurance, at replacement cost, for the materials, supplies, equipment, machinery, and fixtures that are or will be part of the permanent facilities. Coverages shall include but not be limited to the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earth movement, flood (including surface water back-up), collapse, water damage, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City shall be named as an additional insured and loss payee.*

E. All Risk Property Insurance *- MATCO shall maintain All Risk Commercial Property Insurance, including improvements and betterments covering damage to buildings, machinery, equipment, supplies or other contents in the amount of full replacement value of the property. Coverage extensions shall include boiler and machinery, collapse, sprinkler leakage, and flood. The City shall be named as an additional insured and loss payee.*

F. Professional Liability *- When any architects, engineers, or consulting firms perform work or services in connection with this Agreement, Professional Liability Insurance covering acts, errors and omissions shall be maintained with limits of $1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work under the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.*

Section 7.03 - Additional Obligations of MATCO Regarding Insurance.

A*. MATCO will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. MATCO shall submit evidence of insurance on the City of Chicago insurance certificate of coverage form prior to the execution of the Agreement by the City. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other evidence of insurance from MATCO shall not be deemed to be a waiver by the City. MATCO shall advise all of its insurers of the provisions of this Agreement pertaining to insurance. Non-*

conforming insurance shall not relieve MATCO of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions may constitute a material breach of the Agreement, and the City retains the right to suspend the Agreement until proper evidence of insurance is provided, or terminate the Agreement.

10.4 Indemnity Issues

***B**. All insurance policies shall provide for sixty (60) days written notice to City prior to the effective date of any change, cancellation, or termination of such coverage.*

MDW

***C.** Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by MATCO.*

***D**. MATCO shall require all contractors to carry the insurance required herein, or MATCO may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.*

***E**. MATCO expressly understands and agrees that any insurance coverages and limits furnished by MATCO shall in no way limit MATCO's liabilities and responsibilities specified within the Agreement, in equity, or at law.*

***F**. MATCO hereby waives, and shall cause each of its contractors to waive, its rights of subrogation against City, including City's appointed and elected officials, agents, and employees. Inasmuch as this waiver will preclude the assignment of any claim by subrogation to an insurance company, MATCO agrees to do the following and cause each contractor and subcontractor to do the following: to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, to prevent the invalidation of said insurance coverage by reason of said waiver.*

***G**. MATCO expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by MATCO under this Agreement.*

***H**. MATCO shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance required hereunder or any policy maintained by City.*

***I.** The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation imposed by law upon any indemnification provided herein.*

***J**. City maintains the right to modify, delete, alter or change the requirements set forth under Section 7.02 above and this Section 7.03.*

10.4 Indemnity Issues

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Section 7.04 - Use of Insurance Proceeds.

A. If the MATCO Equipment or the Fuel System, or any portion thereof, is damaged or destroyed by fire or other casualty, the City shall deposit the proceeds of insurance actually received with respect to such damage in a construction fund, and MATCO shall, to the extent of such proceeds, and subject to such terms and conditions of Exhibit F hereto and such other reasonable terms and conditions that may be imposed by the City, promptly repair, reconstruct and restore the damaged or destroyed MATCO Equipment and MATCO Fuel System to (i) substantially the same condition, utility and value as existed prior to such damage or destruction, or (ii) such other condition, character, utility and value as the City and MATCO may agree upon.

***B.** If the proceeds of insurance received by the City are insufficient to restore or replace the MATCO Equipment or the Fuel System as required by Section 7.04.A above, the City, so long as it may have the right and authority to issue Bonds, may, but shall not be obligated to, issue Bonds, pursuant to Article X of the Use Agreements, to cover costs resulting from the insufficiency of insurance proceeds. MATCO shall use the proceeds of such Bonds solely to restore or replace the MATCO Equipment or Fuel System.*

***C.** If the proceeds of insurance are in excess of the amount necessary to restore or replace the MATCO Equipment or Fuel System as required by Section 6.04.A above, the excess amount shall be treated as Non-Airline Revenues allocable to the Equipment and Fueling Cost Center.*

10.5 Ownership Issues

10.5 Ownership issues

MDW

Excerpt from Midway MATCO Agreement:

***D. Title to Replacement Parts, Components and Equipment**. Title to any replacement parts, components or items of the MATCO Equipment or Fuel System shall immediately vest in City without further action by any party. Title to any parts, components or items of the MATCO Equipment and the Fuel System removed by MATCO and not replaced shall be retained by City.*

10.6 Resolution of Disputes

10.6 Resolution of Disputes

MDW

Excerpt from Midway MATCO Agreement:

Section 12.08 - Governing Law*. This Agreement shall be governed in accordance with the laws of the State of Illinois. MATCO hereby irrevocably submits, and shall cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. MATCO agrees that service of process on MATCO may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for, in this Agreement, by registered or certified mail addressed to the office actually maintained by MATCO, or by personal delivery on any officer, director, or managing or general agent of MATCO.*

Section 12.09 - Consent to Service of Process and Jurisdiction*. All judicial proceedings brought by MATCO with respect to this Agreement shall be brought in Cook County, Illinois, and by execution and delivery of this Agreement, MATCO accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. MATCO irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against MATCO in the courts of any other jurisdiction.*

10.7 Compensation

10.7 Compensation

10.7 Compensation

MDW

Excerpt from Midway MATCO Agreement:

Section 4.06 - Payment for the Operation and Maintenance of the MATCO Equipment and Fuel System

The costs to MATCO of operating and maintaining the MATCO Equipment and the Fuel System shall, together with such other costs as may be set forth in the Use Agreement, constitute O&M Expenses of the Equipment Cost Center or the Fueling Cost Center, as the case may be, as such are defined in the Use Agreement. MATCO shall submit, not later than 180 days prior to the end of each fiscal year, to the City a preliminary estimate of the O & M Expenses of the Equipment Cost Center and Fueling Cost Center. MATCO shall submit, not later than 120 days prior to the end of each fiscal year, to the City a final estimate of the O & M Expenses of Equipment Cost Center and Fueling Cost Center. On or before the tenth day of each month, MATCO shall submit its invoices to the Commissioner for the actual costs incurred by MATCO for the operation and maintenance of the MATCO Equipment and Fuel System for the immediately preceding month. Each invoice shall be acceptable in form and substance to the Commissioner and shall set forth an allocation of the cost of the invoice between the Equipment Cost Center or the Fueling Cost Center. The City shall disburse sufficient funds from the O&M Fund created under the Use Agreement to pay invoices submitted by MATCO. The City shall make payments directly to the issuers of the invoices to MATCO. The City shall have no obligation or liability to MATCO under this Section 4.06 other than to make payment pursuant to an accepted MATCO invoice. The City shall have no obligation or liability under this Section 4.06 to any third party whatsoever. Payment of MATCO invoices will be made within sixty (60) days of the Commissioner's acceptance of an invoice. The Commissioner may withhold processing of any invoice which, in his or her reasonable opinion, is not submitted with adequate supporting documentation for the charges and costs set forth on such invoice. The Commissioner shall provide reasonable notice of any inadequacies in the supporting documentation.

10.8 Rights and responsibilities of the parties

MDW

10.8 Rights and responsibilities of the parties

Excerpt from Midway MATCO Agreement:

GRANT OF RIGHTS

10.8 Rights and responsibilities of the parties

MDW

Section 2.01 - Rights with Respect to MATCO Equipment and Fuel System

Subject to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof, in connection with the conduct of MATCO's activities at the Airport, MATCO is hereby granted the rights set forth below.

A. ***Work.*** *The City hereby grants MATCO the right to perform Work with respect to the MATCO Equipment and Fuel System.*

B. ***Operations and Maintenance****. The City hereby grants MATCO the right to operate and maintain the MATCO Equipment and Fuel System and perform all tasks related thereto.*

C. ***Easements.*** *The City hereby grants MATCO such non-exclusive Easements as may be necessary to perform Work with respect to, and operate and maintain, the MATCO Equipment and Fuel System. The area of the Easements shall be as set forth in Exhibit C, attached hereto and incorporated by reference herein, as such exhibit may be amended from time to time pursuant to the terms of Section 11.08 herein.*

D. ***Fuel System.*** *Upon completion of the installation of the Fuel System, MATCO and the Members shall each have the non-exclusive right to use the Fuel System for the receipt, distribution, storage, handling, purchase, sale and dispensing of Fuel for aircraft, vehicles and equipment operated by any user of the Fuel System. A Member may elect to use one or more Into-Plane Agents for the provision of into-plane fueling for such Member, which Into-Plane Agents shall be the agents, employees or contractors of such Member, and such Member agrees to assume full responsibility for such Into-Plane Agent's performance of all applicable obligations set forth in the System Access Agreement to which such Into-Plane Agents are parties.*

E. ***MATCO Administrative and Support Areas.*** *The Commissioner will designate an office and such other space as the Commissioner deems reasonably necessary for MATCO's use in performing Work and in operating and maintaining the MATCO Equipment. This space shall be as set forth in Exhibit B, attached hereto and incorporated by reference herein, as such exhibit may be revised from time to time at the sole discretion of the Commissioner without need for an amendment to this Agreement; provided, however, that the Commissioner shall provide MATCO with no less than sixty (60) days notice of any intended change to MATCO's Operations Areas.*

10.8
Rights and responsibilities of the parties

MDW

F. ***Airfield and Public Areas of the Airport****. MATCO has the right to use, in common with others, the public facilities at the Airport, including landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject to the rules and regulations with respect to the use of such facilities imposed by the City, the Federal Aviation Administration (FAA) or any other governmental agency.*

G. ***Ingress and Egress****. The City hereby grants MATCO the right and privilege of (i) ingress to and egress from the MATCO Operations Areas, Easement areas, and the public areas of the Airport, for its employees, agents, guests, patrons and invitees, suppliers of materials, furnishers of services, and its equipment, vehicles and machinery and (ii) to provide transportation of its employees to, from, and within the Airport. MATCO shall neither block or otherwise obstruct the common use taxiway or service roads at any time, nor in any other manner impair or adversely affect the use and operation of taxiways or service road areas by City or other Airport users.*

H. ***Additional Rights.*** *In addition to the above-described rights, and subject to the approval of the Commissioner, such approval not to be unreasonably withheld, MATCO shall have the right to perform and conduct such other activities and operations consistent with the rights, privileges and responsibilities granted to MATCO hereunder, provided that such activities and operations do not unreasonably interfere or conflict with the rights granted by the City to others at the Airport.*

Section 2.02 - Conditions to the Grant of Rights

In addition to the terms and provisions contained in this Agreement, all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof, the grant of rights by the City to MATCO set forth in Section 2.01 above is expressly subject to the conditions set forth below.

A. ***Other Government Entities or Agencies.*** *MATCO's rights hereunder are subject to any and all easements, licenses and other rights with respect to the Airport granted to or vested in any other governmental entities or agencies, such as the FAA.*

B. ***Utilities.*** *MATCO acknowledges that there currently exist, and that the City may grant in the future, easements and rights on, over and/or under MATCO's Operations Areas and Easement areas for the benefit of suppliers and/or owners of utilities that service the Airport, and MATCO hereby consents to any such easements whether now in existence or granted during the term of this Agreement.*

10.8
Rights and responsibilities of the parties

MDW

C. ***City's Right of Entry.*** *The City hereby reserves such rights as may be necessary to enter the MATCO Operations Areas, Easement areas, Fuel System areas or MATCO Equipment areas for the purpose of conducting any operations related to the function of the Airport, including, without limitation, the right to service any antennae or utilities, and to inspect and/or conduct testing on any part of the MATCO Equipment or Fuel System. City agrees to not unreasonably interfere with MATCO's Work, and/or operation and maintenance of the MATCO Equipment and Fuel System, when exercising its rights under this Section 2.02.C.*

D. ***Restrictions Regarding the Fuel System.*** *MATCO hereby agrees that the use and operation of the Fuel System by MATCO or a Member shall not unreasonably interfere with the operation of the Airport. MATCO hereby covenants and agrees that at all times during the term of this Agreement it and they will comply with all laws, regulations and ordinances applicable to their use of the Fuel System. MATCO and its own and their respective successors and assigns, agree that it and they shall not make use of the Fuel System in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event that this foregoing covenant is breached, the City may cause the abatement of such interference at the expense of the breaching party. MATCO shall cause its Members to agree in the Members Agreement to the terms set forth above in this paragraph D.*

E. ***Restrictions on MATCO's Use of the Airport****. Nothing stated in this Agreement shall permit or be construed to permit MATCO to engage in any activity or operation other than those activities and operations necessary for (i) the performance of Work and (ii) the operation and maintenance of the MATCO Equipment and the Fuel System. In the event that MATCO desires to engage in any activity beyond those permitted by this Agreement, MATCO must obtain the prior written consent of the Commissioner, such consent to be given or withheld in each case in the sole and absolute discretion of the Commissioner; provided, however, that in an emergency situation, the oral approval and consent of the Commissioner will be sufficient.*

F. ***Present Condition of the Airport.*** *By executing this Agreement, MATCO accepts the Airport "AS IS." MATCO shall be responsible for the compliance of its operations areas and the MATCO Equipment areas with all applicable Federal, State and local laws, statutes, codes, ordinance, rules, regulations and orders, including any and all requirements set forth in Section 8.08 hereof. Other than what may be explicitly provided for herein, the City shall have no obligation or responsibility whatsoever to perform any Work or furnish improvements of any kind to the MATCO Equipment or MATCO Operations Areas, or to*

10.8
Rights and responsibilities of the parties

MDW

perform any maintenance or repairs on the MATCO Equipment or MATCO Operations Areas. City makes no warranty to MATCO as to the environmental conditions on the Airport. City makes no warranty, either express or implied, as to the condition of the Airport or that the Airport shall be suitable for MATCO's purposes or needs. City shall not be responsible to MATCO for any latent defect in any structure, improvement, facility or equipment at the Airport. By its entry onto the Airport, MATCO accepts the MATCO Operations Areas as being free and clear from all defects and in good, safe, clean and orderly condition and repair. MATCO waives any and all claims against the City regarding the condition of the Airport which may currently exist or which may arise in the future, whether such claim arises under contract, at common law, in equity or under statute, now or then currently in effect, including those which relate to environmental conditions on, under or near MATCO's operations areas; provided, however, that such waiver does not extend to (i) MATCO's right to contribution from the City as may be provided under environmental law, and (ii) fines and penalties for which the City would be liable, and MATCO would not be liable, under any environmental law.

G. ***City Does Not Warranty MATCO Equipment and Fuel System****. MATCO acknowledges and agrees that the City's grant of rights to MATCO with respect to the MATCO Equipment and the Fuel System is "AS-IS" without any representation or warranty either express or implied by City as to:*

1. *the fitness for any particular purpose or merchantability of any item or items of the MATCO Equipment and Fuel System;*

2. *City's title;*

3. *MATCO's right to the quiet enjoyment of the MATCO Equipment and Fuel System, except as otherwise provided herein; or*

4. *the design or condition of, or the quality of the material, equipment or workmanship in the MATCO Equipment and Fuel System.*

H. ***Access to and Use of MATCO Equipment by Non-Members****.*

1. *MATCO shall operate the MATCO Equipment and Fuel System so that both Members and non-Members shall have full and complete access to and use of the MATCO Equipment and access to Fuel distributed from the Fuel System, directly or indirectly through Into-Plane Agents. No item of MATCO Equipment and no component*

10.8 Rights and responsibilities of the parties

MDW

of the Fuel System shall be located in the Leased Premises of or be otherwise devoted to use by any single Member.

2. MATCO may, by Majority-in-Interest approval, and subject to review and approval of the City, establish reasonable rules and regulations regarding access to and use of the MATCO Equipment and the Fuel System by non- Members, including rules and regulations providing that non-Member airlines' access to and use of the MATCO Equipment and Fuel System be provided through ground handling arrangements that have been approved by MATCO, such approval not to be unreasonably withheld or denied. MATCO may further require in such rules and regulations that, as a condition to access to and use of the MATCO Equipment and the Fuel System, a non-Member must execute an agreement with MATCO, the form and substance of which shall be subject to the review and approval of the City.

I. ***City Approval of Members Agreement.*** *The City has the right to review and approve the Members Agreement and all amendments thereto, such approval not to be unreasonably withheld or denied.*

J. ***Membership in MATCO****. An airline is entitled to become a member of MATCO by entering into a Use Agreement with the City and Members Agreement with MATCO. MATCO may establish reasonable rules and regulations regarding admission of airlines as members of MATCO, including the purchase of memberships, which rules and regulations shall be subject to the review and approval of the City. MATCO agrees that so long as an airline has a Use Agreement, in no event shall the approval of the Members be required for such airline to become a Member. MATCO shall notify the City of all new Members, and Exhibit E shall thereafter be amended to include such new Members without any further action by the City or MATCO.*

10.9 Reporting

10.9 Reporting

Excerpt from MDW MATCO Agreement:

MDW

Section 6.02 - MATCO Reports.

A. Reporting the Progress of the Work*. MATCO shall provide quarterly reports to the Program Manager of the progress of the Work. Such reports shall be acceptable in form and substance to the Program Manager.*

B. Reports Pertaining to the Operation and Maintenance of the MATCO Equipment. *On or before January 31st and July 31st of each calendar year during the Term, MATCO shall provide the Commissioner*

10.9 Reporting

with a report of its operations and maintenance of the MATCO Equipment and Fuel System for the six months immediately prior to the month in which such report is due. All such reports shall be acceptable in form and substance to the Commissioner.

MDW